



I have personal knowledge of the facts set forth herein.

In late 2010, in lieu of submitting their monthly remittance reports for the period of June 1, 2009 through December 31, 2009, Spectrum Custom Designs and Restrepo submitted their payroll and employment records. I reviewed the information and determined that there were hours worked by Spectrum Custom Designs and Restrepo's employees during this period covered by the 2008 Collective Bargaining Agreement for which contributions were not submitted to the Trustees. I created an audit invoice setting forth these contributions. A true and correct copy of my audit invoice is attached hereto as Exhibit G.

1. Included in the documents produced by Spectrum Custom Designs and Restrepo was a 1099 form issued for 2009 by Spectrum Custom Designs to CR Quality Painter LLC in the amount of \$9,103.00. A true and correct copy of the 1099 form is attached hereto as Exhibit H.

2. The 2008 Collective Bargaining Agreement prohibits signatory employers from subcontracting any covered work unless the subcontractor is also signatory to the 2008 Collective Bargaining Agreement or other collective bargaining agreement with a Union affiliated with the Union of Painters and Allied Trades. The 2008 Collective Bargaining Agreement further provides that if an employer violates this provision, the employer is subject to monetary damages in an amount representing the difference between the wages and fringe benefits provided in this 2008 Collective Bargaining Agreement and those actually paid by the subcontractor.

3. CR Quality Painter LLC is not signatory to any collective bargaining agreement requiring contributions to any of the Plaintiff employee benefit plans.

Accordingly, I divided the amount of the 1099 form by the applicable journeyman wage rate to determine the number of hours worked. I then multiplied the number of hours by the applicable hourly fringe benefit contribution rate to calculate the amount for fringe benefit contributions due and owing as a result of Spectrum Custom Design's and Restrepo's breach of the 2008 Collective Bargaining Agreement's subcontracting clause.

As set forth on my audit invoice, currently, \$32,762.02 is due and owing to the Trustees for delinquent contributions for the period of June 1, 2009 through December 31, 2009.

Liquidated damages for the period of June 1, 2009 through December 31, 2009 total \$3,276.20.

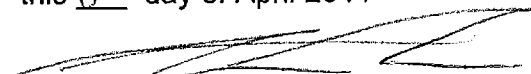
As set forth in my previous Affidavits, the Trustees still have not received any payments for hours set forth on my audit invoice relating to the Heritage Middle School project from the Defendants or any other entity.

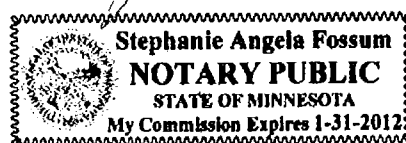
This Affidavit is made in support of Plaintiffs' Motion for Summary Judgment and Entry of Default Judgment.

FURTHER YOUR AFFIANT SAITH NOT.

  
Joel Nasstrom

Subscribed and sworn to before me  
this 0 day of April 2011

  
Notary Public



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